

ORIGINAL COMOTECMOVE FROMFILE

AGREEMENT FOR EVENT AND VALET SERVICES, WAR MEMORIAL AUDITORIUM

THIS AGREEMENT, made this 2 day of Octo 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Accurate Event Group, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 2419 Hollywood Blvd, Hollywood Florida 33020, Phone: 954-927-4155, Fax: 954-927-4156, Email: gmarrin@accurateeventgroup.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Request for Proposal No.544-11429, Event and Valet Services, War Memorial Auditorium, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP or "Exhibit A").
 - (2) The Contractor's response to the RFP, dated September 23, 2014, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)

 Second, this Agreement (Form P-0001) dated (1900) 215, 2014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

(2)

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on October 21, 2014, and shall end on October 20, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.



VI. GENERAL CONDITIONS

A Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.



D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Chapter 440, Florida Statutes Employers' Liability - \$500,000



Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury

\$250,000 each person.

\$500,000 each occurrence

Property damage

\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale Procurement Services Division 100 North Andrews Avenue, Room 619 Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.



H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof, however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.



The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.



Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.



P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.



U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,



strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2014), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost



provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

City and the Contractor execute this Contract as follow
By: City Manager Approved as to form:
Senior Assistant City Attorney
Accurate Event Group, Inc.
Gordon Medrin President
s acknowledged before me this the day of on Marrin as president for Accurate Event Group, Inc.
Notary Public, State of Plorida (Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public) Linda Kroll ced Identification
,

(SEAL)

Notary Public, State of Forda (Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Lindakovi

Personally Known OR Produced Identification
Type of Identification Produced





Corporate Headquarters & 2419 Hollywood Boulevard & Suite C & Hollywood, FL 33020-6605

EXHIBIT B

CRIGINAL DO NOT STRICKE



RFP RESPONSE RFP 2014-021

800.582.3990 AccurateEventGroup.com

BID/PROPOSAL SIGNATURE PAGE

w to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the deep to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below mus	t be completed. If the field do	pes not apply to you, please note N	/A in that field.
Submitted by:		9.23.1	4
	(signature)	-	(date)
Name (printed) Gordon Marrin	Title:	President	
Company: (Legal Registration)_Ac	curate Event Group		
CONTRACTOR, IF FOREIGN COFROM THE DEPARTMENT OF http://www.dos.state.fl.us/).	ORPORATION, MAY BE RE OF STATE, IN ACCORD	QUIRED TO OBTAIN A CERTIF ANCE WITH FLORIDA STAT	ICATE OF AUTHORITY UTE §607.1501 (visit
Address: 2419 Hollywood Blvd			
City Hollywood	State: Florida	Zip_33020	
Telephone No. <u>954.927.4155</u>	FAX No. <u>954.927.4156</u>	Email: <u>Gmarrin@accurateeve</u>	entgroup.com
elivery: Calendar days after recei	pt of Purchase Order (section	1.02 of General Conditions):24	Hours
Payment Terms (section 1.04):	45 Days Tota	I Bid Discount (section 1.05):	-0-
Does your firm qualify for MBE or V	VBE status (section 1.09): N	/BE WBE	*
ADDENDUM ACKNOWLEDGEME included in the proposal:	<u>NT</u> - Proposer acknowledge	s that the following addenda have	e been received and are
Addendum No.		Date Issued	
P-CARDS: Will your firm accept	the City's Credit Card as pa	yment for goods/services?	
YES X	NO		
VARIANCES: State any variations space provided below all variances by the Proposer will be deemed to within the bid documents and refer hereby implied that your bid/pro VARIANCES OR EXCEPTIONS EXCEPTION IS TAKEN TO THE S simply mark N/A in the section belo Variances:	contained on other pages of be part of the bid submitted enced in the space provided I posal complies with the ful BELOW? BIDDER MUST C PECIFICATIONS, TERMS A	bid, attachments or bid pages. Not unless such variation or exception below. If no statement is contained if scope of this solicitation. HAVELICK THE EXCEPTION LINK IS	o variations or exceptions in is listed and contained if in the below space, it is VE YOU STATED ANY ANY VARIATION OR
revised 6-16-11			

RFP NO. 545-11320

TITLE: Fireworks Display, July 4th

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract

(1)	Business Name	is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
(2)		is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
		is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Purior
(3)		
(-7	Business Name	within 10 calendar days of a formal request by the City.
(4)	Accurate Event Group Business Name	requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	business Name	
(5) -		requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City of Formal Republic Repu
	Business Name	within 10 calendar days of a formal request by the City.
(6) _	Business Name	is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")
PROP	OSER'S COMPANY: Accurate Event	Group
AO I HC	ORIZED COMPANY PERSON: Gordo	n Marrin



City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 544-11429
Event and Valet Services, War Memorial Auditorium

ISSUED June 16, 2014

This addendum is being issued to make the following changes:

- Part IV, Section 3.1.A.ii shall also read: There shall be a certified crowd manager, as per Florida State Fire Code, per every 250 attendees, minimum of four per event.
- 2. Part IV, Section 4.A.i "There are four (4) disciplines for this position" is changed to:

There are five (5) disciplines for this position as follows:

Sound

Electric

Carpentry

Props

Rigging

- Part IV, Section 4.A.ii shall also read: Electrician shall preferably be PLASA entertainment electrician certified. Riggers must be PLASA ETCP arena and/or theatre rigging certified.
- The opening date has changed. The new opening date is now Wednesday, July 2, 2014

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB Procurement Division

Company Name: Accurate Event Strices
(please print)

Bidder's Signature:

Date: 6.19.2014

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	<u>RELATIONSHIPS</u>		
NA			
	·		

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

PART VII - PROPOSAL PAGES - COST PROPOSAL

Proposer Name <u>Accurate Event Group</u>

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, rate for all services identified in this request for proposal. This firm fixed rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed rate will be the same for the initial contract period.

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

<u>Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.</u>

indicate the hourly billed rate per employee as follows:

	Estimate Hours	ď	Cost Per		Estimated Annual
Description	Per Year		<u> Hour</u>		Cost .
Auditorium Staff Manager	320 Hrs	Χ	\$24	/HR =	\$7,680.00
Event Staff Zone Manager	640 Hrs	Х	\$24	/HR =	\$_15,360.00
3. Bag Checker	740 Hrs	Χ	\$15	_/HR =	\$_11,100.00
Ticket Scanner/Ticket Taker	640 Hrs	Χ	\$15	_/HR =	\$ <u>.</u> 9,600.00
5. Usher	1250 Hrs	Χ	\$15	_/HR =	\$_18,750.00 <u></u>
6. Security	1100 Hrs	Χ	\$15	_/HR =	\$_16,500.00
7. Rest Room Attendants	250 Hrs	Χ	\$15 <u></u>	_/HR =	\$ <u></u> 3,750.00
8. Guest Services Supervisor	400 Hrs	Χ	\$21	_/HR =	\$_8,400.00
Guest Services Attendant	800 Hrs	Χ	\$15	/HR =	\$_12,000.00
VIP Area Zone Supervisor	160 Hrs	Χ	\$21	_/HR =	\$_3,360.00
11. VIP/Ringside Attendant	1100 Hrs	Χ	\$21	_/HR =	\$_23,100.00
12. Parking Supervisor	280 Hrs	Χ	\$21	_/HR =	\$5,880.00_
13. Parking Attendant	1680 Hrs	X	\$15	_/HR =	\$_25,200.00
14. Parking Cashier	320 Hrs	Χ	\$15	_/HR =	\$_4,800.00
15. Valet Services Supervisor	220 Hrs	Χ	\$21	_ _/HR =	\$_4,620.00
16. Valet Attendant/Runner	1320 Hrs	Χ	\$15	_ _/HR =	\$_19,800.00
17. Event Set-up/Tear-down Staff	2400 Hrs	X	\$15	_ _/HR =	\$_36,000.00

Total Estimated Annual Cost

\$225,900.00

Please state any minimum levels of hours on each of the items listed that are required by your company to commit to the pricing listed:

No minimum level.

Please state any minimum or maximum numbers of staff and hours that your company requires to accept work listed above:

Minimum number of staff is 1 and the minimum number of hours is 4.

Please state the amount of time that staffing levels must be communicated to ensure adequate staffing is obtained. Please also state the amount of time that must be given before a revision in staffing levels required can be made without a billing charge made to the City of Fort Lauderdale.

In order to provide the correct number of staff that is needed for an event the more advance notice that our scheduling department has the better, but as our business is events we understand and deal routinely with last minute staffing.

Please state any minimum number of hours that will be charged per employee if it is determined the employee is not needed after they have already arrived. Please also state the maximum number of hours your employees may work and whether the rate changes after a certain threshold.

The same 4 hour minimum applies if the crew is reduced after the staff has arrived. Accurate Event Group staff are scheduled anywhere from 4 hour shifts to 12 hour shifts depending on the event and there is no additional charge for extended shifts so there is no overtime billing.

Other services not referenced or indicated that Event Services Contractor would like to offer may be proposed as a separate attachment. Only the pricing referenced in Part VII will be considered for evaluation purposes. If Event Services Contractor does offer other priced services in this section, Proposer shall describe in detail the services provided with their applicable rates.

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, overhead, profits and any other expenses necessary to the execution of a contract. Billable time shall be supported with timesheets or other documentation processes as approved, in writing, by The City of Fort Lauderdale WMA Management.

Please note any other pricing structures you feel warrant consideration:

A rate increase to time and one half is accessed on the following holidays:

New Year's Day Independence Day July 4th Thanksgiving Day Christmas



Corporate Headquarters $\,\Delta\,$ 2419 Hollywood Boulevard $\,\Delta\,$ Suite C $\,\Delta\,$ Hollywood, FL 33020-6605

Letter of Interest

With over 30 years of combined experience, senior management has developed strong and stable relationships with several clients, including the Sony Ericsson Open Tennis Tournament (18 years). The Sony Ericsson Open is held in Key Biscayne each year in the spring and lasts two weeks with approximately 300,000 attendees. It is the second largest tournament in America and the fifth largest in the World. Accurate provides security and parking for the prestigious Miami Yacht and Brokerage show along with all of the many events owned by Showmanagement. Those include the Ft. Lauderdale International Boat Show, Suncoast Boat Show, West Palm Beach Boat Show and the Annual Chili Cook Off. All of which have attendance of over 100,000 visitors. Additionally, Management has cultivated relationships with international organizations such as the United States Tennis Association (USTA) and Art Basel which will continue to increase the Company's brand awareness.

Accurate recently secured a three year contract with the Sony Ericsson Open Tennis Tournament to provide security, ushering and ticket taker services. In addition, Accurate added parking services which previously was not provided to the event.

Accurate partnered with IMG Tickets in January 2012 to provide ticketing services for any event worldwide. Through this partnership, the Company became the exclusive provider of event staffing needs for all IMG events. IMG currently has the exclusive rights to the state of Florida for the Paciolan software, the second largest ticketing software company behind Ticketmaster. This partnership allows Accurate to become more of a "one-stop shop" provider for all event services while also receiving a revenue stream from IMG's business.

Accurate's employees are highly trained with appropriate licensing to ensure each event is run as smoothly and professionally as possible. Each employee goes through Accurate's nine step program which provides appropriate training, gauges their character, and validates employment history through a series of interviews and background checks.

800.582.3790 AccurateEventGroup.com

03. SPECIFICATIONS/SCOPE OF WORK

1. A. Event Staff Requirements:

- i. General Event Staff Personnel (i.e. ticket scanners/ticket takers, bag checkers, ushers, hall monitors, skilled and unskilled security Job descriptions outlined below):
 - Primary responsibilities may include controlling entrance gates, restricting prohibited items, ensure patrons beverages stay within areas or stay out of prohibited areas via patrolling designated locations.
 - assisting enforcement efforts of facility and event guidelines and policies, checking credentials, securing facilities, and providing public awareness.
 - Must be at least 18 years of age.
 - Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

All employees are trained regarding the job descriptions listed above, all of these areas fall in the scope of event services. We are an event oriented company. Applicants must be 18 years of age to be hired.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

Security is usually 4 to 12 guards to one supervisor. We are totally flexible in taking direction from WMA Management.

ii. Senior Event Staff Personnel (supervisors, coordinators - Job descriptions outlined below):

- Primary responsibilities may include monitoring critical areas and taking decisive action to handle a variety of situations. Critical areas may include Auditorium entry gates, Auditorium seating area, Auditorium expo floor, Auditorium stage and backstage areas, outdoor festival field monitoring, outdoor festival entrance gates, and/or other areas pertinent to events at WMA.
- Must be at least 21 years of age.
- Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

Our supervisors and coordinators are long time Accurate employees and are highly trained in the areas and positions listed above. All of them are over 21 years of age. Any issues with these personnel would be taken directly to our general manager Scott Hamilton and / or our President Gordon Marrin.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

Security is usually 4 to 12 guards to one supervisor. We are totally flexible in taking direction from WMA Management.

B. Guest Services Staff Requirements:

- i. General Guest Services Staff Personnel (i.e. rest room attendants, ticket will-call personnel, etc. Job Descriptions outlined below):
 - Primary responsibilities may include controlling entrance gates, restricting prohibited items, assisting enforcement efforts of facility and event guidelines and policies, checking credentials, securing facilities, providing public awareness, monitoring rest room areas, assisting patrons with disabilities, staffing ticket will-call window(s) or table(s), greeting patrons at entrances, etc.
 - Must be at least 18 years of age.
 - Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

All employees are over 18 years of age and all have had our training on guest relations. In addition all new employees are placed with a supervisor and seasoned staffers for continued on the job training.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

Security is usually 4 to 12 guards to one supervisor. We are totally flexible in taking direction from WMA Management.

ii. Senior Guest Services Staff Personnel (supervisors, coordinators - Job descriptions outlined below):

- Primary responsibilities may include monitoring critical areas and taking decisive action to handle a variety of situations. Critical areas may include clubs, suites, VIP tents, ringside seats, premium seating areas, rest rooms, green room, talent RV's, etc.
- Must be at least 18 years of age.
- Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

These positions are covered by the most seasoned members of our Staff. All of our staffers are over the age of 18. If there is an issue it could be addressed with the supervisor of the event.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

Security is usually 4 to 12 guards to one supervisor. We are totally flexible in taking direction from WMA Management.

2. A. Parking:

- i. General Parking Staff Personnel (i.e. parking lot attendants):
 - Primary responsibilities may include: 1) know, understand and enforce all parking policies set forth by WMA and the City of Fort Lauderdale Parks & Recreation Department; 2) have a comprehensive knowledge of ALL parking areas within Holiday Park and WMA footprint, and be able to direct patrons to the appropriate lot; 3) have a comprehensive knowledge of traffic flow to expedite traffic in and out of the lots in a safe and expeditious manner; 4) to ensure a safe and enjoyable atmosphere for all patrons by keeping control of their lots; 5) work with law enforcement personnel in the case of emergencies; 6) upon arrival to work in their lot, ensure than any debris is picked up and garbage bins are operational; 7) to know shuttle schedules and routes to properly instruct patrons on their availabilities and use; 8) to know all venue policies, particularly as it relates to prohibited items in order to be able to instruct parkers of those policies prior to them arriving at the Auditorium entrances.
 - Must be at least 18 years of age.
 - Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

Attendants are trained as to the policies of the WMA. Supervisory staff verifies all work performed. If anyone is not following that instruction then he or she will not be returning to WMA.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

4 to 20 parking staffers to 1 supervisor – supervisor staff does not increase until a more significant number of staffers is needed.

ii. Senior Parking Staff Personnel (i.e. parking lot or zone supervisors):

- Primary responsibilities may include monitoring critical areas and taking decisive action to handle a variety of situations, staff oversight, overarching knowledge of all parking rules and regulations and providing staff direction.
- Must be at least 21 years of age.
- Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied:

Client input, staff input, Accurate strives to place the correct person in the correct venue. As we are an event staff company the client and the patron are our major concern. Our staff training is focused on guest relations as well as safety and the rules and regulations of each individual venue.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general security personnel to supervisors and what flexibility you have in taking direction from WMA Management.

For parking 1-3 parking staff no supervisor is necessary, once you have more than 4 staffers 1 supervisor is assigned.

3 A. Valet Services:

- i. Valet Attendants. Contractor shall be solely responsible for the supervision, daily direction and control of all representatives.
- Manager on Duty/Supervisor. One of Contractor's valet attendants at each Location will serve as the Supervisor for each shift. The Supervisor shall be fully trained in the management of valet parking services and be capable of handling all contingencies that may arise. The Supervisor will be responsible for supervising the entire valet parking operation and for daily communication to WMA Management for each day's activity.
- iii. Work Performance. Contractor's employees will not eat, drink, or smoke in the Valet Parking Area or vehicles. Contractor shall be responsible for the review and revision of professional and administrative policies and procedures including procedures for addressing customer complaints in a timely manner, e.g., late arrivals for service, failure to appear at scheduled service site, unprofessional behavior, unprofessional attire, suspicion of substance abuse, etc. Contractor shall remedy any work performance deemed unacceptable by WMA Management in a timely manner at Contractor' own expense.
- iv. Safety Program. Contractor shall maintain a safety program including review of drivers' safety records ensuring against the placement of a "reckless driver." Upon execution of this Agreement and every six (6) months thereafter during the Term, Contractor must provide a written certification that all drivers have clean driving records with no DUI offenses. Contractor will make available the records supporting the certification to City of Fort Lauderdale upon a written request.
- v. Operational Appearance. All of Contractor's signage will be professional, properly maintained, clearly marked for valet traffic to enable smooth traffic flow at all times, and subject to WMA Management's prior approval. Contractor will maintain the Valet Parking Service Area and ensure that these areas are clear of all personal debris, belongings.
- vi. Charge for Valet Parking Services. All proceeds from parking fees will be remitted daily, upon shifts end, in a sealed envelope to a WMA Management representative. WMA Management will conduct routine audits validating parking charges and reconciling validated parking tickets with monies received. The audit file shall include, but not be limited to, maintenance of sequentially ordered daily transactions and notations of any/all parking tickets validated as "a courtesy/free parking."

A Event Set-up/Tear-down Staff:

i. This is responsible and skilled technical work in the set-up, operation, and teardown of equipment for the War Memorial Auditorium for scheduled events. The Set-up/Tear-down Staff is responsible to provide technical knowledge in their area of expertise for the safe and efficient operation the work site. A Set-up/Tear-down Staff in each discipline, as listed below, is required to operate building equipment and rental equipment for a smooth, safe and well run event. Excellent customer service skills are required to ensure a positive experience for all artists, clients and their staff in order to maintain the War Memorial Auditorium as a premiere Event and Entertainment venue.

There are four (4) disciplines for this position as follows:

Sound

Electric

Carpentry

Props

- ii. Set-up/Tear-down Staff shall have knowledge of the methods, practices, tools, materials and equipment necessary in completing assignment in carpentry, lighting, electrics or sound. Knowledge of the principles and methods of operating assigned equipment in an effective and safe manner. Knowledge in the use and proper care of carpentry, lighting, electrics and sound equipment and tools. Ability to multitask in a fast paced amateur and professional event environment. Ability to provide customer service to internal and external customers. Ability to lift a minimum of 50 pounds, load and unload props and materials from trucks and to walk, stand, climb, and work at heights up to 50 feet. Ability to work effectively and positively with internal and external staff. Ability to work independently and as part of a team. Ability to follow prescribed safety precautions properly in the performance of duties. Ability to manage and resolve unexpected situations during set-up, performance, and/or tear down of show. Ability to communicate effectively with internal and external customers.
 - Must be at least 21 years of age.
 - Please describe how your company verifies each of the above attributes and what actions are taken when the attributes are not satisfied.

WMA makes notification to Accurate Event Group management and the proper replacements are made.

 Please note whether your company has any policies that must be followed regarding minimum ratios of general personnel to supervisors and what flexibility you have in taking direction from WMA Management.

Totally flexible in taking direction from the WMA management.

Gordon Marrin

PRESIDENT

Mr. Marrin was born, raised and educated in New York. After graduating college, he immediately entered the workforce and served as an overseeing administrator for parks and recreation. In this position, Gordon, as he prefers to be called, was directly responsible for more than 80,000 acres and handled the 17 million dollar acquisition of specialty park land. Showing an uncanny talent for bringing out the best in people, Gordon went into business for himself.

Moving to Florida, he saw a niche in the event industry. Wanting to better understand his craft from the ground up, Gordon worked as a security guard at night and learned the good and bad of the business. In 1995, Gordon joined Accurate Investigations doing business as Accurate Event Services. In 2000, Gordon took over as managing partner and has run the companies ever since.

Gordon continues to develop his business to meet the ever growing needs of the event industry. In doing so, he is called upon to take many roles of service which include being the Director of Security for the Art Basel in Miami Beach for 12 years and the overseeing Director of Security for the Sony Open as well as both the Fed Cup and Davis Cup tournaments. Apart from this, Gordon's organization has handled numerous trade and consumer events inclusive of Graphics of the Americas, Microsoft, The Ford Motor Company, The Miami International Auto Show, and The Miami International Boat Show. Over the years in excess of 5000 events and shows, a number that continues to climb

No stranger to national operations, Gordon serves as Director of Security for other tournaments such as the BB&T Open in Atlanta, The New Haven Open of Connecticut, and The Family Circle Cup in Charleston, South Carolina. He oversees security operations internationally in locations such as Croatia, Serbia, Colombia, Spain, France and Switzerland. Gordon is also called upon to consult and oversee security logistics in virtually every major market of the United States. Given the import of Gordon's work, he has also developed close working relationships with members of the law enforcement community from local to Federal status.

Gordon is an entrepreneurial visionary who sees opportunity everywhere. A positive force in the business world, Gordon is diversifying his organization to reflect all facets of the event world. This includes a registration division, an event staffing division, parking and valet services, ticketing solutions in partnership with IMG, and a newly formed cleaning division. Gordon, ever developing relationships in the industry, formed partnerships with like companies who provide ATMs, text messaging in large crowd operations with ISS 24/7 and similar organizations.

Scott Hamilton GENERAL MANAGER

Scott has served over 10 years in the event industry. He has coordinated external operations inclusive of major concerts, alternative sports competitions, parking logistics for large and long term events inclusive of fairs and outdoor expositions. Scott has scheduled, planned, and coordinated virtually every type of event. He oversees the financial and scheduling departments and is Director of Security for numerous ongoing operations.

RESUMES

Dan Penaloza – Security Manager – Dan has 7 years of experience first as a security officer and then as a manager. Has managed many of the company's largest events, Sony Tennis, SunFest, Dutchess County Fair and New York Public Art exhibit in New York City, the Delray Tennis Championships just to name a few.

Megan Tolan – Event Staff Manager – 6 years of experience as an event staff supervisor. She has managed up to 50 persons at a myriad of events. Some of those events are the Palm Beach Food and Wine Festival, International Polo Club, Palm Beach International Fine Art Show, Art Basel, Morikami Museum and the Sony Tennis Tournament.

William Tolan – Parking Manager - 4 years of experience at the S. Florida Fair, Morikami Museum, Taste of Charleston in Charleston South Carolina, Sony Tennis Tournament, and the International Polo Club to name just a few.

Mike Bonis – Security personnel supervisor with 4 years of experience. Mike holds a class "D" security guard's license and is crowd control certified. Mike has worked many of our major events in Broward, Palm Beach and Dade Counties.

Ed Coffey - Ed has been a licensed security guard for 9 years and a supervisor for the last 5 years. Ed is crowd control certified and has worked most all of our major events. Mr. Coffey has managed crews of up to 80 persons per shift and is very experienced in client relations. He was served as project manager on other events though out the state.

Scott Jones – Scott has been a licensed security guard for 8 years and a supervisor for the last 4 years. Scott is crowd control certified and has supervised many of our events both locally and out of state.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

DBA:
Business Name: ACCURATE PARKING INC

Receipt #:329-34119 Business Type: (PARKING SERVICE

Owner Name: DEANNA KRAMER

Business Location: 2419 HOLLYWOOD BLVD C HOLLYWOOD

State/County/Cert/Reg: Business Opened:06/26/2007 **Exemption Code:**

Business Phone: 954-921-9600

Rooms

Seats

Employees

Professionals

Machines

			The second secon	The second secon	104	
81.00	0.00	0.00	0.00	0.00	0.00	81.00
Total Paid	Collection Cost	Prior Years	Penalty	NSF Fee	Transfer Fee	Tax Amount
		Vending Type		ines:	Number of Machines:	
		nły	or Vending Business On			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DEANNA KRAMER
2419 HOLLYWOOD BLVD STE #C HOLLYWOOD, FL 33020

> Paid 09/25/2013 81.00 Receipt #WWW-12-00096356

2013 2014

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

DIVISION OF LICENSING

05/20/14DATE OF EXPIRATION

01/08/13 DATE ISSUED

B 8500053

ACCURATE INVESTIGATIONS, INC.

DBA ACCURATE EVENT SERVICES

2419 HOLLYWOOD BLVD

SUITE C

HOLLYWOOD, FL 33020

DESENA, CARMINE, PRESIDENT MARRIN, GORDON, VICE PRESIDENT MCINERNEY, RENEE J., SECRETARY

CHAPTER 493, FLORIDA STATUTES THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF



ADAM H. PUTNAM
COMMISSIONER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2014 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER NAME: EQUITY INSURANCE UNDERWRITERS, INC (A/C, No, Ext): 9549232474 E-MAIL ADDRESS: P.O. BOX 22-0046 (AC, No):9549230955 HOLLYWOOD, FL 33022 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: BURLINGTON insurance group INSURED ACCURATE GROUP INC. INSURER B : SCOTTSDALE INSURANCE COMPANY ACCURATE EVENT SERVIES INSURER C : CNA SURETY 2419 HOLLYWOOD BLVD SUITE C INSURER D : PROGRESSIVE AMERICAN HOLLYWOOD, FL 33020 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF | POLICY EXP (MM/DD/YYYY) | IMM/DD/YYYYY POLICY NUMBER GENERAL LIABILITY LIMITS EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY 1,000,000 CLAIMS-MADE | X | OCCUR 50,000 MED EXP (Any one person) A EXCLUDED 289B006206 12-12-13 12-12-14 PERSONAL & ADV INJURY 1,000,000 \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO-\$ 1,000,000 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 1,000,000 (Ea accident) ANYAUTO BODILY INJURY (Per person) ALL OWNED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS CA016555797-7 5-2-14 | 5-2-15 D BODILY INJURY (Per accident) \$ HIRED AUTOS PROPERTY DAMAGE (Per accident) \$ 1,000,000 UMBRELLA LIAB X OCCUR В XLS0079277 EACH OCCURRENCE EXCESS LIAB C 10-5-1310-5-1 \$ 4,000,000 CLAIMS-MADE AGGREGATE DED \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A E.L. EACH ACCIDENT (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEES E.L. DISEASE - POLICY LIMIT | \$ BOND 10-25-13 10-25-14 LIMIT \$100,000 68783679 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZE

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Corporate Headquarters A 2419 Hollywood Boulevard A Sulte C A Hollywood, FL 33020-6605

Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.

- WMA advises AEG General Manager of upcoming event. A determination is made of services needed for the event i.e. parking, security, valet. This is based on the event and the projected attendance:
- Based on projected attendance the number of staff required is determined.
- 3. Those numbers are referred to scheduling department and to billing department. An estimate is sent to WMA as a confirmation and the required number of staff is scheduled.
- 4. Schedules (work assignments) are transmitted to employees via email, text or phone.
- 5. Crew list and supply list is given to supervisor.
- 6. Supervisor reconfirms crew and makes sure necessary equipment is available and onsite.
- 7. At event supervisor checks in employees and oversees their work performance.
- 8. At the end of the event supervisor makes sure all times are sent to payroll.
- 9. Payroll is tabulated and sent to HR and to Billing and a final invoice is sent to WMA.

800.582.3990 AccurateEventGroup.com

Proposer's ability to assign appropriate resources to the account in a timely manner.

Accurate has 1200 employees in the tri-county area. Those employees are scheduled through a centralized scheduling system. Crew lists are given to the supervisor the day prior and all employees are reconfirmed as to their assignments. We generally over schedule each event by 10% to ensure that the requested number of staff is on site.

All equipment necessary is made available and is onsite for each event.

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04. Additional Information:

State how long has your firm been in the Event, Premium Seating, Guest Services, Parking Staff, and Valet Services business.

26 Years

State number of employees your firm has on staff for Event, Premium Seating, Guest Services, Parking Staff, and Valet Services.

1200 employees

Indicate the requirements you desire when hiring new employees for Event, Premium Seating, Guest Services, Parking Staff, and Valet Services.

We have a nine step hiring process and do extensive training for all of our staff. This in addition to the year round work we are able to offer our staff over all of the lines of AES businesses we are able to offer only the best of the best.

Indicate the training provided to new employees with your firm. Include description of training for all level of employees within your organization.

An online guest services course is completed and then new employees are assigned to a supervisor for on the job training per event. New employees are assigned to a supervisor for on the job training per event. They are then assigned to more seasoned employees for continued onsite training.

Describe your policies and procedures in dealing with unruly patron behavior, injured patrons, inclement weather requiring evacuation of outdoor festival field, etc:

We not only use two way radios which we supply to P.D. and Fire Rescue but we meet with them pre event to review protocols. Being solely in the event business weather plays a major part of everything that we do. We are constantly monitoring the weather and will make appropriate plans with the City prior to every event to ensure the safety of our guests.

Describe any aspects of your service that you find unique and valuable such as the use of technology for scheduling, addressing issues, etc:

We will have tablets on site with our payroll software loaded. This enables our employees to sign in/out electronically in real time. Our incident reports are stored on our tablets so that we can report any incidents with pictures onsite as the incident is being dealt with. All of our supervisors are computer literate and very fluent on our tablets. This gives us the ability to communicate with all of our staff on each event, or our onsite staff to communicate with office. So if there are any changes this can be handle in real time and as efficient as possible.

Describe what sets your service and value to War Memorial Auditorium apart from your competitors.

As stated previously we are an event staffing company and our business is mainly comprised of Festivals, Tradeshows, Concerts, and Fairs. We are well versed in handling a large amount of people from the parking lot to the ticket box office and to their seats in the most efficient way possible. We pride ourselves in making sure that the patrons at whatever event we are working are safe, satisfied and happy.

Describe and list current and previous successful working relationships with clients similar to War Memorial Auditorium.

Broward Center for the Performing Arts
Sony Tennis Tournament
South Florida Fair
International Polo Club
Palm Beach County Amphitheaters (Sunset Cove)
Sunfest
Charleston Food & Wine Festival
Art Basel Miami Beach

State where our main contact will be located.

Accurate's corporate headquarters are located in Hollywood Florida.

Describe your plan for serving War Memorial Auditorium in terms of the accessibility of managers and supervisors to work with WMA Management and your ability to find and maintain adequate levels of personnel from the South Florida area.

Linda Kroll our scheduling manager who has more than 30 years of experience in the business will be solely responsible for the recruiting, hiring and training of the staff. A venue manager will be assigned to the account. Scott Hamilton our general manager and Gordon Marrin our president are available 24/7 and both live in the tri-county area.



Corporate Headquarters $\,\Delta\,$ 2419 Hollywood Boulevard $\,\Delta\,$ Suite C $\,\Delta\,$ Hollywood, FL 33020-6605

Company/Entity

Name:

Nova Southeastern University

Address:

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3301 College Avenue

City, State, Zip:

Fort Lauderdale, Florida 33314-7796

Project Manager:

Melissa I. Fronstein

Title: Director NSU Arena

Phone Number:

954.262.8895

Contract Period:

Name of Special

Event:

Graduations, Concerts, Sporting Events

Company/Entity

Name:

SUNFEST

Address:

525 CLEMATIS STREET

City, State, Zip:

WEST PALM BEACH, FL 33401

Project Manager:

DAN GOODE

Title:

EVENT DIRECTOR

Phone Number:

OFFICE- 561.315.6692 CELL - 561.315.6692

Contract Period:

Name of Special

Event:

SUNFEST

Size of Venue:

Company/Entity

Name:

Palm Beach County Parks & Recreation

Amphitheaters

Address:

2700 6th Avenue South

City, State, Zip:

Lake Worth, Florida 33461

Project Manager:

Donald Perez

Title:

Manager

Phone Number:

561.242.6964

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